

4472  
1 BILL NO. S-79-05-18

2 SPECIAL ORDINANCE NO. S-


93-79

3 AN ORDINANCE approving a contract for  
4 Street Light Resolution No. 136-79,  
5 between the City of Fort Wayne, Indiana,  
6 and T & F Construction Corporation of  
7 Indiana for street lighting for North-  
8 west Central Phase III.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
10 INDIANA:

11 SECTION 1. That a certain contract, dated April 23, 1979, between  
12 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of  
13 Public Works, and T & F Construction Corporation of Indiana, Contractor, for:  
14 installation of ornamental street lighting for North-  
15 west Central Phase III,  
16 under Board of Public Works Street Light Resolution No. 136-79, at a total  
17 cost of \$33,780.50, all as more particularly set forth in said contract which  
18 is on file in the office of the Board of Public Works and is by reference  
19 incorporated herein and made a part hereof, be and the same is in all things  
20 hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force and effect  
22 from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO  
FORM & LEGALITY

  
William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by

Stier, and duly adopted, read the second time by title and referred to the Committee on City Statutes (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 5-22-79

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns,

seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>2</u>	_____	_____	<u>2</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
HUNTER	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>X</u>	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	_____	_____	_____	<u>X</u>	_____
STIER	<u>X</u>	_____	_____	_____	_____

TALARICO

DATE: 6-12-79

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 1-97-79 on the 12th day of June, 1979.  
ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Winfield C. Marx Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of June, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 14th day of June, 1979 at the hour of 8:30 o'clock A. M., E.S.T.

Rahat Elamchong  
MAYOR

Bill No. S-79-05-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract for Street Light Resolution No. 136-79, between  
the City of Fort Wayne, Indiana, and T & F Construction Corporation  
of Indiana for street lighting for Northwest Central Phase III

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance 28 PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

6-12-79 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK

67-122-11 4/23/79

CONTRACT  
Res. No. 136-79

STATE OF INDIANA )  
                          ) SS  
COUNTY OF ALLEN )

THIS AGREEMENT made and entered into this, the 23  
day of April 1979, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

T & F Const. Corp. of Indiana

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:-

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 7th day of February, 1979, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Installation of street lighting with underground wiring in

Northwest Central Phase III for the bid of \$33,780.50.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

✓ EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
    - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
    - (2) a record of such an impairment, and includes,
    - (3) a person who is regarded as having such an impairment; provided that,
    - (4) this term does not include drug or alcohol abuse or addiction.
  - c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
  - d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.



15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Robert Armstrong  
MAYOR

Ursula Miller  
ATTEST: Clerk

BOARD OF PUBLIC WORKS

Henry B. Weinberg  
Edward W. Larson  
Max G. Scott

CONTRACTOR: \_\_\_\_\_

T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber  
President.

Approved in Form & Legality

By: Wm. J. Miller

BY: V. L. Miller  
Secretary  
V. L. Miller



# CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F CONSTRUCTION CORPORATION OF INDIANA  
of P. O. Box 27, Hagerstown, Indiana 47346 as principal and  
FIDELITY & DEPOSIT COMPANY OF MARYLAND

as surety, are firmly bound unto City of Fort Wayne, Board of Public Works  
in the penal sum of (\$ 33,780.50)  
Thirty-three Thousand, Seven-Hundred Eighty, and 50/100 Dollars,  
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
several heirs, executors, administrators and assigns, firmly by these presents, this 9th day of  
March 1979.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
City of Fort Wayne, Indiana  
has entered into a certain written contract dated March 9th, 1979  
with the principal as named herein for the erection, construction and completion of Installation  
of street lighting with underground wiring in Northwest Central Phase III situated in  
Fort Wayne, Indiana, Indiana, in accordance with the plans and  
specifications approved and adopted by said City of Fort Wayne Board of Public Works  
which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORPORATION OF INDIANA  
shall well and faithfully do and perform the same in  
all respects according to the plans and specifications adopted by the said City of Fort Wayne  
Board of Public Works and according to the  
time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 9th  
day of March 19 79

T & F CONSTRUCTION CORPORATION OF INDIANA (Seal)

J. L. Taber (Seal)  
J. L. Taber, President

By: Vernon Matherly Attorney-in-fact

Approved this 23 day of April 19 79

Attest: Mrs. Miller

Henry P. Wehrenberg  
Edward D. Sauer  
May J. Scott  
Official or Board.

Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PEGOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John W. Brown and Vernon Matherly, both of Richmond, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John W. Brown, et al, dated February 27, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 1976.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



STATE OF MARYLAND  
CITY OF BALTIMORE

} ss:

*C. W. Robbins*  
Assistant Secretary

By

*C. M. Pegot, Jr.*  
Vice-President

On this 3rd day of August, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and said, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



*Melvin T. Haus*  
Notary Public Commission Expires July 1, 1978

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 7 day of March, 1979

*[Signature]*  
Assistant Secretary

44.12

TITLE OF ORDINANCE Special Ordinance - Contract for St. Lgt. Res. No. 136-79-  
NW Central Ph. III

DEPARTMENT REQUESTING ORDINANCE \_\_\_\_\_ BOARD OF PUBLIC WORKS J-79-05-18

SYNOPSIS OF ORDINANCE Contract for Street Light Improvement Resolution  
No. 136-79, Ornamental street Lighting for Northwest Central  
Phase III In amount of \$33,780.50. Contractor for project:  
T & F Construction Corp. of Indiana.

(Contract Attached)

EFFECT OF PASSAGE Ornamental street Lighting for NW Central  
Neighborhood

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$33,780.50 from C.D.\*P

ASSIGNED TO COMMITTEE \_\_\_\_\_

4472  
1 BILL NO. S-79-05-18

2 SPECIAL ORDINANCE NO. S-

93-79

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4 Street Light Resolution No. 136-79,  
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15 west Central Phase III,

16 under Board of Public Works Street Light Resolution No. 136-79, at a total  
17 cost of \$33,780.50, all as more particularly set forth in said contract which  
18 is on file in the office of the Board of Public Works and is by reference  
19 incorporated herein and made a part hereof, be and the same is in all things  
20 hereby ratified, confirmed and approved.

21 SECTION 2. That this Ordinance shall be in full force and effect  
22 from and after its passage and approval by the Mayor.

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Councilman

APPROVED AS TO  
FORM & LEGALITY

  
William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on City Ordinances (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.  
DATE: 5-22-79 Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.  
PASSED (LASF) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-MIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-12-79

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE  
(RESOLUTION) No. 4-93-79 on the 12th day of June, 1979.  
113 ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

Winfield C. Mayo Jr.  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1979, at the hour of 11:30 o'clock A. M., E.S.T.  
Charles W. Westerman  
CITY CLERK

Approved and signed by me this 14th day of June, 1979  
at the hour of 8:30 o'clock A. M., E.S.T.

Rahat Elumchong  
MAYOR



Bill No. S-79-05-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance  
approving a contract for Street Light Resolution No. 136-79, between  
the City of Fort Wayne, Indiana, and T & F Construction Corporation  
of Indiana for street lighting for Northwest Central Phase III

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance 28 PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

6-12-79 CONCURRED IN  
DATE \_\_\_\_\_ CHARLES W. WESTERMAN, CITY CLERK



67-122-11 4/23/79

CONTRACT  
Res. No. 136-79

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

THIS AGREEMENT made and entered into this, the 23  
day of April 1979, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the  
Contract Documents as the "Purchaser," and

T & F Const. Corp. of Indiana

The part of the second part, termed in this agreement and the  
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documents, together with his offer and terms therein fully  
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully  
describe the terms and conditions upon which the Contractor is  
willing to furnish the labor and equipment and perform the work  
called for by the said contract documents and in the manner and  
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as  
aforesaid be attached hereto and that the same do in all par-  
ticulars become the agreement and contract between the parties  
hereto in all matters and things set forth therein and described,  
and further, that both parties hereby accept and agree to the  
terms and conditions of said contract documents so filed, for the  
following:

Installation of street lighting with underground wiring in

Northwest Central Phase III for the bid of \$33,780.50.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrations or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

✓ EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

Robert P. Cunningham  
MAYOR

Ursula Miller  
ATTEST: Clerk

BOARD OF PUBLIC WORKS

Henry B. Weinberg  
Edward J. Lamm  
May G. Scott

CONTRACTOR: \_\_\_\_\_

T & F Construction Corp. of Indiana

BY: J. L. Taber  
J. L. Taber  
\_\_\_\_\_  
President.

Approved in Form & Legality

BY: Wm. J. Miller

BY: V. L. Miller  
Secretary  
V. L. Miller





# CONTRACTOR'S BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That T & F CONSTRUCTION CORPORATION OF INDIANA  
 of P. O. Box 27, Hagerstown, Indiana 47346 as principal and  
FIDELITY & DEPOSIT COMPANY OF MARYLAND  
 as surety, are firmly bound unto City of Fort Wayne, Board of Public Works  
 in the penal sum of (\$ 33,780.50 )  
Thirty-three Thousand, Seven-Hundred Eighty, and 50/100 Dollars,  
 for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our joint and  
 several heirs, executors, administrators and assigns, firmly by these presents, this 9th day of  
March 1979.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas City of Fort Wayne, Indiana  
 has entered into a certain written contract dated March 9th, 1979  
 with the principal as named herein for the erection, construction and completion of Installation  
of street lighting with underground wiring in Northwest Central Phase III situated in  
Fort Wayne, Indiana, Indiana, in accordance with the plans and  
 specifications approved and adopted by said City of Fort Wayne Board of Public Works  
 which are made a part of this bond.

NOW THEREFORE, if the said T & F CONSTRUCTION CORPORATION OF INDIANA  
 shall well and faithfully do and perform the same in  
 all respects according to the plans and specifications adopted by the said City of Fort Wayne  
Board of Public Works and according to the  
 time, terms and conditions specified in said contract and in accordance with all requirements of law, and shall  
 promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, including labor, service  
 and materials furnished, then this obligation shall be void; otherwise to remain in full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 9th  
 day of March 19 79

T & F CONSTRUCTION CORPORATION OF INDIANA (Seal)

J. L. Taber  
J. L. Taber, President (Seal)

By: Vernon Matherly Attorney-in-fact

Approved this 23 day of April 19 79

Attest: Mrsula Miller

May G. Scott  
 Official or Board.

(Note: See Burns Section 53-202)



Power of Attorney  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

HOME OFFICE BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **C. M. PECOT, JR.**, Vice-President, and **C. W. ROBBINS**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint **John W. Brown and Vernon Matherly**, both of **Richmond, Indiana**, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John W. Brown, et al, dated February 27, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of August, A.D. 1976.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



*C. W. Robbins*  
Assistant Secretary

By.....

*C. W. Robbins*  
Vice-President

STATE OF MARYLAND  
City of Baltimore

} ss:

On this 3rd day of August, A.D. 19 76, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and say, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



*Melinda T. Hays*  
Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 3rd day of March, 19 79

*C. W. Robbins*  
Assistant Secretary

44.72.

TITLE OF ORDINANCE Special Ordinance - Contract for St. Lgt. Res. No. 136-79-  
NW Central Ph. III

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

J-79-05-18

SYNOPSIS OF ORDINANCE Contract for Street Light Improvement Resolution  
No. 136-79, Ornamental street Lighting for Northwest Central  
Phase III In amount of \$33,780.50. Contractor for project:  
T & F Construction Corp. of Indiana.

(Contract Attached)

EFFECT OF PASSAGE Ornamental Street Lighting for NW Central  
Neighborhood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$33,780.50 from C.D+P

ASSIGNED TO COMMITTEE

EP